

REMARKS

Applicant respectfully requests the Examiner to reconsider and withdraw the rejection of claims 16-24 under 35 U.S.C. § 112, second paragraph, in view of the above amendments to claims 22, 23 and 24. If the Examiner feels that the language of the involved claims still is indefinite, the Examiner is respectfully requested to call the undersigned attorney to discuss the matter.

Applicant respectfully traverses the rejection of claims 16-24 under 35 U.S.C. § 103(a) as being unpatentable (obvious) over Vijuk '195 in view of Brown '220 and Vijuk '931.

I. The Prior Art

A primary basis of this traversal is that Applicant respectfully submits that Examiner Musser has misinterpreted the disclosures of the three references and/or has imprecisely or incompletely cited passages from these three references.

1. The oldest development is taken from Vijuk '195 which discloses that printing carriers/coupons ("outserts") are produced from a continuous material web. In the specific exemplary embodiment, this web is configured with a "triple-width", i.e., for the simultaneous production of three adjacent folded coupons.

The process steps in Vijuk are as follows:

- a) individual blanks 11 are severed from the material web in the region of a severing station 31;
- b) the blanks are then sent to a folding station 3, where the blank is folded multiple times, but is not folded completely;

- c) the blank, folded except for an outer folding tab 14, is then sent to the gluing station 40;
- d) in this gluing station 40, the (yet incompletely folded) blank is positioned such that the outer folding tab 14 is directed upwards with its inner side such that the glue spots can be applied from above onto the inner side of the folding tab 14;
- e) the blank (in triple width) is then finished by the folding of the tab 14, and
- f) finally, the completely finished blank passes through a cutting station 42 to produce three adjacent coupons.

Regarding the Office Action (top of page 3), Applicant respectfully submits that this operational sequence of the process is stated by the Examiner in an incomplete and imprecise manner. The Examiner apparently ignores the fact that, in Vijuk '195, the folding process is conducted in two steps which are spatially and functionally separate from each other, and that glue is applied prior to the final folding step.

2. Brown '220 also is interpreted in the Office Action in an incomplete manner.

Brown relates to the production of foldable blanks used to produce envelopes. In particular, the envelopes are intended "*for use in a specific business or retail outlet.*"

This different field of application of the foldable blank according to Brown does, however, have an explanatory effect, with respect to the production process described in Brown, as follows:

- a) the material web is first led through a gluing assembly with glue application rollers 64 for applying adhesive strips of hotmelt glue to the web;

- b) the web, now provided with glue, then passes through a dryer for drying the adhesive areas;
- c) the web is then passed through a perforation assembly (perforation and/or slitting rollers 68) in order to apply in particular perforation lines for the (subsequent) severing of the blanks;
- d) afterwards, the web is rolled up as a finished product to form a roll 70;
- e) the finished product, namely a wound web provided with adhesive strips and perforations, is then shipped to the customer, who servers the blanks from the web as needed, folds them to form "envelopes" and connects the adhesive areas by applying heat and pressure.

On this point, the following remark is made in the Office Action (page 3):

Brown discloses a method of making printed material wherein hot-melt adhesive is applied to regions of a continuous web, blanks are cut from the web which are then folded...

For the reasons already mentioned, this provides only an incomplete view of Brown's teaching. The actual production process is completed when the web has been provided with adhesive and perforations. The severing of the blanks using the perforation and the finishing of the envelopes are not part of the production process but are tasks that are carried out by customers at a later time. Such a process is not comparable to the production of a finished product, namely a folded coupon, as in Applicant's invention.

3. U.S. 4,817,931 to Vijuk - as in Vijuk '195 - also relates to the production of folded printing carriers/coupons. The finished product (Fig. 8/Fig. 9) is folded a multiple number of times in the longitudinal and traverse directions, resulting in a complex form in terms of folding technology. The production process according to Vijuk '931 is obviously based on the

fact that the folding processes can be implemented only when a continuous web is not processed as the starting material but, rather, by employing, as the starting material, individual blanks that have been pre-finished at another side 19 (Fig. 1A). The individual blanks are first folded successively in the longitudinal direction, followed by a first, transverse folding step (Fig. 7). Afterwards, a glue spot 14 is applied. This is followed by further folding steps pursuant to Fig. 8 and Fig. 9.

It is correct that Vijuk '931 mentions "hotmelt" glue as a possibility (col. 7, lines 1/2). However, the person ordinarily skilled in the art must view this reference in conjunction with the production concept of Vijuk '931. The cited passage refers to the gluing station pursuant to Fig. 15. With respect to the positioning, this is shown in Fig. 1 (gluing station 45). This person skilled in the art will recognize that the use of hotmelt glue in this connection provides no advantage or does not provide the advantage and technical effect that are produced by Applicant's claimed process. In Vijuk '931, it is impossible to let the (hotmelt) glue spot 14 dry before initiating the further folding steps because the gluing station 45 is followed by another folding station. Apparently, the folding legs of the printing carrier are connected to each other by the spot of glue 14 before the glue can harden. Thus, Vijuk does not require any reactivation of the hardened glue by the application of heat and pressure.

II. The Claimed Process

The process of claim 22 is not only novel over the prior art but also is nonobvious.

1. The novel and unobvious features of the process according to claim 22 are stated in the features a) to e) in the passage on page 7 of the Amendment filed 22 February 2007.

Reference is made to this passage in order to avoid unnecessary repetition.

2. The steps of the process claim 22 differ from each of those in the cited Vijuk and Brown references, and also are non-obvious over the combined teachings of the three references.

a) Taken as a whole, the prior art would not have made it obvious to the person skilled in the art that the use of hotmelt glue, as a quickly hardening glue for reactivation within the same process, provides the opportunity for producing a multiply folded printing carrier/coupon in a continuous process. In the claimed method, the use of this glue enables to apply completely, to a continuous, intact web, the individual glue areas for each coupon, then to form the blanks, fold them completely, and finally to produce the adhesive bonds through reactivation of the glue.

Vijuk '195 teaches the person skilled in the art that, for the use of blanks that are severed from a web, at first only a partial or incomplete folding process can be completed, then the application of glue, and finally the completion of the folding. Vijuk '931 teaches the skilled person that, for the production of blanks with longitudinal and transverse folds, processing should not be made with a continuous web but, rather, by using individual, prefabricated blanks. But what is also decisive here is the teaching that the adhesive is to be applied after a partial folding of the blanks, and that subsequently further folding steps are necessary for completing the coupons.

Brown teaches that hotmelt glue can be used in the production of envelopes. Brown suggests that this type of glue is to be employed if the formation of folding tabs of the blank and the connection of these by glue are to be carried out later and at a different location, i.e., during the specified use of the blanks by customers.

3. Thus, none of the cited references, even when combined, would lead to the invention/subject matter of claim 22 and its dependent claims 15-21, 23 and 24.

4. The remarks of the Examiner concerning claim 16 and claim 17 are herein expressly contradicted. Vijuk '931 does not even suggest that folding coupons can be produced from a double-layer material web. Claims 22/16 and in particular 22/17 define subject matter which is not found, or even suggested or contemplated, anywhere in the prior art.

Thus, Applicant respectfully requests the Examiner to reconsider and withdraw the rejections under 35 U.S.C. § 112, second paragraph, and 35 U.S.C. § 103(a) and to find the application to be in condition for allowance with all of claims 16-24.

Request for Interview

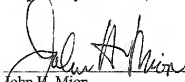
However, if for any reason the Examiner Musser feels that the application is not in condition for allowance, Applicant respectfully requests the Examiner to call the undersigned attorney to discuss any unresolved issues and to expedite the disposition of the application. In particular, Applicant is concerned about the Examiner's interpretation of the references as compared to Applicant's interpretation as described above in detail, and about whether she feels the claims could be amended better to define the disclosed invention over the prior art.

AMENDMENT AND REQUEST FOR RECONSIDERATION UNDER 37 C.F.R. § 1.111
AND
REQUEST FOR INTERVIEW
Application No.: 10/702,083

Attorney Docket No.: Q78287

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,



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